

MAIL ANY NOTICE OF DEFAULT TO:
U.S. SMALL BUSINESS ADMINISTRATION
Post Office Box 12247
Birmingham, Alabama 35202-2247

THIS INSTRUMENT PREPARED BY AND MAIL TO:
Terry J. Miller, Attorney/Advisor
U.S. SMALL BUSINESS ADMINISTRATION
One Baltimore Place, Suite 300
Atlanta, Georgia 30308
(404)347-3771

CASPARI, Thomas L. and Sheila R.
2934-01016 Loan No. DLII 115301-10-04

Instrument
9700001748

9700001748
Filed for Record in
PIKE COUNTY OHIO
JOYCE LEETH
On 05-15-1997 At 01:00 pm.
ASSGN MTB 24.00
Vol. 76 Pg. 636 - 639

SPACE ABOVE THIS LINE FOR RECORDERS USE

**ASSIGNMENT OF INSTALLMENT LAND
CONTRACT AS SECURITY FOR A LOAN**

This Assignment, made this 1st day of May, 1997 by Thomas L. Caspari, who acquired his interest pursuant to a Loan Sale Contract dated January 27, 1993 as Tom Caspari, and Sheila R. Caspari, who acquired her interest pursuant to a Loan Sale Contract dated January 27, 1993, as Sheila Caspari, husband and wife, (hereinafter called ASSIGNOR), to the Small Business Administration, an Agency of the United States Government (hereinafter called ASSIGNEE), and acknowledged and the terms agreed to by David L. Rockwell and Doris Rockwell (hereinafter called SELLER).

WITNESSETH:

WHEREAS, ASSIGNOR and SELLER have entered into an installment land contract (hereinafter called CONTRACT) dated January 27, 1993 and recorded on Feb 5, 1993 as Instrument No. 1 in Book 9 at Page(s) 137 of the Official Records of Pike County, State of Ohio; and

WHEREAS, ASSIGNOR has acquired an interest from SELLER under CONTRACT in and to the following described real estate and improvements thereon located in Pike County, State of Ohio:

Described in Exhibit "A" attached hereto and made a part hereof.

WHEREAS, ASSIGNEE has approved a disaster loan to Thomas L. Caspari and Sheila R. Caspari (hereinafter called BORROWER) in the amount of \$ 13,000.00; and

WHEREAS, said disaster loan provides valuable consideration to ASSIGNOR; and

WHEREAS, ASSIGNEE has requested as collateral security for said loan to BORROWER, an assignment, with full right of re-assignment, of all of ASSIGNOR'S rights, title and interest under said CONTRACT; and

WHEREAS, ASSIGNEE requires the recordation of this ASSIGNMENT; and

WHEREAS, ASSIGNEE requires as additional security for said loan a Deed of Trust/Mortgage from ASSIGNOR conveying the real estate and improvements described herein above;

NOW THEREFORE, in order to induce ASSIGNEE to disburse all or any part of the said loan to BORROWER, and intending to be legally bound hereby, ASSIGNOR does hereby assign and transfer, with right of re-assignment to ASSIGNEE, all of its rights, title and interest in the said CONTRACT any amendments thereto, to have and to hold the same as additional security for the payment of principal and interest to be paid, and for the performance and observance of all the covenants contained in SBA Form 147B Note, and any other loan document given by BORROWER to ASSIGNEE in connection with the said loan.

CASPARI, Thomas L. and Sheila R.
2934-01016 / DLH 11530140-04

ASSIGNOR hereby covenants and agrees further as follows:

1. That he will continue to honor all terms and conditions of the CONTRACT and any amendments thereto.
2. That all modifications of the CONTRACT required by this ASSIGNMENT are made with his consent and at his request.
3. That he will not change or alter the terms of the CONTRACT between himself and SELLER without the prior written consent of ASSIGNEE.
4. That ASSIGNEE may record the CONTRACT and this ASSIGNMENT in such place or places as ASSIGNEE may deem appropriate.
5. Any notice of default served upon, or otherwise given ASSIGNOR by SELLER will be forwarded within five (5) days or receipt to ASSIGNEE by Certified Mail to Post Office Box 12247 Birmingham, Alabama 35202-2247. All notices of default served upon, or otherwise given SELLER by ASSIGNOR, will be forwarded to ASSIGNEE in the same manner.
6. In the event ASSIGNOR receives a deed to the above described property prior to complete satisfaction of the loan to BORROWER, ASSIGNOR agrees to execute and deliver over to ASSIGNEE a real estate Deed of Trust and such other documentation as ASSIGNEE may require to maintain its security interest in the above described property.

Seller agree(s) that so long as SBA as holder of the note has not obtained possession of the real estate, the SBA as holder of the note shall not be liable for the performance of any obligations, agreements, or covenants, including but not limited to the obligation to make payments, under the Contract; and the Assignor shall, notwithstanding this consent, remain liable for the performance of all obligations, agreements and covenants, including but not limited to, the obligation to pay the balance due as provided for in the Contract.

It is agreed that the Seller will give written notice to SMALL BUSINESS ADMINISTRATION of any default in payments on said contract and will allow SBA ninety (90) days' grace for SBA to cure such default.
Acknowledged and agreed to by:

STATE OF OHIO
COUNTY OF PIKE

)
) ss.

ASSIGNOR
Thomas L. Caspari
Thomas L. Caspari
Sheila R. Caspari
Sheila R. Caspari

I, PATRICIA H. CLAYTOR, a
Notary Public in and for said County and State, do hereby certify
that THOMAS L. & SHEILA R. CASPARI
personally appeared before me this day and acknowledged that they
signed, delivered and executed the foregoing instrument. Witness
my hand and notarial seal this the MAY 7 day of, 1997

Patricia H. Claytor
Notary Public
My Commission Expires: PATRICIA H. CLAYTOR
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JAN. 24, 1999

CASPARI, Thomas L. and Sheila R.
2934-01016 / DLH 11530140-04

STATE OF Ohio)
COUNTY OF Franklin) ss.
I, Doris L. Rockwell
a Notary Public in and for said County and State, do
hereby certify that David L. Rockwell
Doris L. Rockwell
personally appeared before me this day and acknowledged that
they signed, delivered and executed the foregoing instrument.
Witness my hand and notarial seal this the
15th day of May, 19 97.
Doris L. Rockwell
Notary Public
My Commission Expires: July 24, 1999

SELLER
David L. Rockwell
David L. Rockwell
Doris L. Rockwell
Doris Rockwell

VOL 076 Pg 0638

Name: CASPARI, Thomas L. and Sheila R.

Control No. / Loan No: 2934-01016 / DLH 11530140-04

EXHIBIT "A"

FIRST TRACT: Beginning at an iron pin at the edge of the East right of way line of State Route No. 104 where the lands which Floyd J. Wooster sold to Paul Monteith and Betty Monteith corner; thence along and with the Monteith line in an Easterly direction 65 feet more or less to the Scioto River; thence in a Southerly direction along and with the meanders of the Scioto River 200 feet more or less to an iron pin; thence in a Westerly direction and parallel with the first call herein, a distance of 70 feet more or less to an iron pin in the East right of way line of said highway; thence along and with said highway right of way line in a Northerly direction 200 feet more or less to the place of beginning and containing 13,500 square feet, more or less.

SECOND TRACT: Beginning at an iron pin at the edge of the highway right of way line where the lands of Floyd J. Wooster and Ralph Flowers corner; thence in an Easterly direction with and along the Wooster-Flowers line 65 feet more or less to the Scioto River; thence in a Southerly direction along and with the meanderings of the Scioto River 150 feet more or less to an iron pin; thence in a Westerly direction and parallel with the first call herein for a distance of 65 feet more or less to an iron pin in said highway right of way line; thence along and with the highway right of way line 150 feet more or less to the place of beginning and containing 9,750 square feet more or less.

More commonly known as 1040 State Route 104, Lucasville, Ohio 45648

VOL 07630639